

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
GULFPORT DIVISION**

In re

Case No.: 25-50556-KMS

LaFarrah Lee Gholar,

Chapter: 13

**Debtors.**

**OBJECTION OF SANTANDER BANK, N.A. TO  
CONFIRMATION OF DEBTORS' CHAPTER 13 PLAN**

Santander Bank, N.A., as servicer for Santander Consumer USA Inc. (“MOVANT”), a secured creditor herein, by and through its undersigned attorney, files its objection to confirmation of the proposed plan and states as follows:

1. On April 17, 2025, LaFarrah Lee Gholar (the “Debtors”) filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code (the “Petition Date”).

2. This Court has jurisdiction of the parties and the subject matter pursuant to 28 U.S.C. §§157, 1334 and 11 U.S.C. § 1324.

3. On October 10, 2023, the Debtor executed and delivered that certain Retail Installment Sale Contract (the “Note”), which was assigned to MOVANT, for the purchase of a 2023 Nissan Altima bearing Vehicle Identification Number 1N4BL4CV1PN424742 (the “Collateral”). A true and correct copy of the Note is attached hereto as **Exhibit “A.”**

4. In order to secure its purchase money security interest evidenced by the Note, MOVANT recorded its lien by notating the Title (the “Title”), a true and correct copy of which is attached hereto as **Exhibit “B.”**

5. On May 23, 2025, the Debtor filed a Modified Chapter 13 Plan (D.E. 18) (the “Plan”).

6. MOVANT has a secured 910 claim in the amount of \$33,861.67, filed in this matter as Claim 5-1. (“MOVANT’s Claim”).

7. The Plan calls to properly value Movant’s 910 claim, with the claim amount listed in MOVANT’s Proof Claim controlling over any contrary amount listed in Debtor’s Plan, but fails to provide for the proper treatment of Movant’s Claim based on the fact that the Plan does not provide adequate assurance of lien retention as to the Collateral.

8. The Plan has not been accepted by MOVANT pursuant to 11 U.S.C. § 1325(a)(5)(A).

9. MOVANT further demands that the Plan be amended to include the following language: “Santander Consumer USA Inc.’s lien shall be retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under 1328.”

**WHEREFORE** Santander Bank, N.A., as servicer for Santander Consumer USA Inc. requests this Court to deny confirmation of the Plan and for such further relief as this Court deems appropriate.

Dated this 5th day of June 2025.

/s/ Christopher D. Meyer

Christopher D. Meyer, Esq. (MSB 103467)

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*Attorney for Santander Bank, N.A., as servicer  
for Santander Consumer USA Inc.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been served on this 5th day of June, 2025, either by electronic transmission or by United States first class mail postage prepaid to the following:

**Debtor:**

LaFarrah Lee Gholar  
PO Box 997  
Prentiss, MS 39474

**Attorney for Debtor:**

Thomas Carl Rollins, Jr  
The Rollins Law Firm, PLLC  
PO BOX 13767  
Jackson, MS 39236

**Trustee:**

David Rawlings  
Chapter 13 Trustee  
P.O. Box 566  
Hattiesburg, MS 39403

**U.S. Trustee:**

United States Trustee  
501 East Court Street  
Suite 6-430  
Jackson, MS 39201

/s/ Christopher D. Meyer

OF COUNSEL